

MEMORANDUM OF UNDERSTANDING  
Between The  
  
STATE OF UTAH  
And The  
  
UTAH DIVISION OF WILDLIFE RESOURCES  
And The  
  
UTAH DEPARTMENT OF AGRICULTURE AND FOOD  
And The  
  
USDA, FOREST SERVICE INTERMOUNTAIN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Utah, referred to as "State of Utah", the Utah Division of Wildlife Resources, hereinafter referred to as "UDWR", the Utah Department of Agriculture and Food, hereinafter referred to as "UDAF", and the USDA Forest Service Intermountain Region, hereinafter referred to as "Forest Service". The State of Utah, UDWR, and UDAF are collectively referred to as the "State."

Title: Memorandum of Understanding for the Management of bighorn sheep on National Forest System (NFS) lands in the State of Utah.

I. PURPOSE

The purpose of this MOU is to document the cooperative efforts of the parties to manage bighorn sheep herds and their habitats on NFS lands in the State of Utah, to the extent consistent with federal law and regulation.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Forest Service has authority to enter into and engage in the activities described in this MOU under the laws of the United States and the regulations of the Secretary of Agriculture. The Forest Service administers NFS land and manages natural resources on those lands, including wildlife and fish habitat, in accordance with federal law and regulation.

The State of Utah, UDWR, and UDAF have authority to enter into this MOU under the laws of the State of Utah. In Title 23 of the Utah Code, UDWR is created and charged with responsibility to, among other things, perpetuate and manage the fish and wildlife resources of the State in balance with the social and economic activities of man. UDWR carries out the policies and programs of the Utah Wildlife Board (Board). UDWR manages activities related to the distribution, abundance

and sustainability of bighorn sheep in Utah, as determined by the Board and Utah statutes. In Title 4 of the Utah Code, UDAF is created and charged with responsibility to, among other things, regulate livestock and agricultural products, and to promote programs designed to determine the best means and methods for the control of disease among domestic and wild animals.

It is the mutual desire of all parties to this MOU to cooperate in managing bighorn sheep while providing opportunities for domestic sheep grazing in Utah. The Forest Service, State of Utah, UDWR, and UDAF acknowledge that each party has important management responsibilities relating to wildlife, habitat, livestock, and/or range resources and will endeavor to work cooperatively to fulfill these responsibilities, consistent with the applicable laws and regulations.

In consideration of the above premises, the parties agree as follows:

III. THE UDWR WILL:

- A. Maintain close cooperation, as needed, in matters of mutual interest including management of bighorn sheep habitat and populations and management of areas of potential bighorn sheep/domestic sheep contact.
- B. Work collaboratively to incorporate Forest Service and UDAF input and recommendations relative to bighorn sheep management objectives and actions developed by UDWR.
- C. Consult and confer with UDAF and/or the Utah State Veterinarian when appropriate.
- D. Provide public information and education outreach assistance for increasing public awareness of the interactions between domestic and bighorn sheep populations.
- E. Recognize the jurisdiction and responsibilities of the Forest Service to manage public and commercial use, wildlife habitat, and livestock grazing on NFS lands.

IV. THE UDAF WILL:

- A. Maintain close cooperation with the parties, as needed, in matters of mutual interest including management of bighorn sheep habitat and populations and management of areas of potential bighorn sheep/domestic sheep contact.
- B. Work collaboratively with UDWR to implement the strategies, goals, and objectives in the Utah Bighorn Sheep Statewide Management Plan, attached hereto and incorporated as Appendix A.

- C. Provide public information and education outreach assistance for increasing public awareness of the interactions between domestic and bighorn sheep populations.

V. THE U.S. FOREST SERVICE WILL:

- A. Maintain close cooperation, as needed, in matters of mutual interest including management of bighorn sheep habitat, bighorn sheep populations, and potential bighorn sheep/domestic sheep contact from domestic sheep authorized on NFS lands.
- B. Work collaboratively to provide input and recommendations to UDWR and Board relative to bighorn sheep management objectives and actions on NFS lands. The Forest Service recognizes the jurisdiction and responsibilities of the State of Utah and UDWR with respect to wildlife and fish on NFS lands.
- C. Collaborate with the State of Utah, UDWR, and UDAF on its implementation of the population and habitat objectives identified in the Utah Bighorn Sheep Statewide Management Plan, attached hereto and incorporated as Appendix A, on NFS lands to the extent consistent with federal laws and regulations.
- D. Consult with UDAF and/or the Utah State Veterinarian when appropriate.
- E. Provide public information and education outreach assistance for increasing public awareness of the interactions between domestic and bighorn sheep populations. Any commitment of Forest Service funds will require a separate agreement.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. SPECIFIC AREAS OF COOPERATION. To the extent permitted by applicable law, the parties agree to collaborate in managing bighorn sheep population and habitat objectives identified in the Utah Bighorn Sheep Statewide Management Plan attached as Appendix A.

Notwithstanding any other provision in this MOU, the State will manage bighorn sheep on all lands in Utah consistent with and as prescribed in the Utah Bighorn Sheep Statewide Management Plan attached as Appendix A.

- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

## **State Contacts:**

<b>State Contact</b>	
Name:	Carmen Bailey
Title:	Deputy Director, Public Lands Policy Coordinating Office
Address:	5100 State Office Building Salt Lake City, Utah 84114
Phone:	(801) 341-9641
Email:	<a href="mailto:carmenbailey@utah.gov">carmenbailey@utah.gov</a>
<b>UDWR Contact</b>	
Name:	Justin Shannon
Title:	Wildlife Section Chief
Address:	1594 West North Temple, Suite 2110 Salt Lake City, Utah 84114
Phone:	(801) 538-4881
Email:	<a href="mailto:justinshannon@utah.gov">justinshannon@utah.gov</a>
<b>UDAF Contact</b>	
Name:	Troy Forrest
Title:	Grazing Improvement Program Manager
Address:	350 North Redwood Road Salt Lake City, Utah 84114
Phone:	(435) 279-3603
Email:	<a href="mailto:tforrest@utah.gov">tforrest@utah.gov</a>

## **U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	
Name:	John Shivik
Title:	Wildlife Biologist
Address:	324 25 <sup>th</sup> Street Ogden 84401
Phone:	(801) 625-5667
Email:	<a href="mailto:john.shivik@usda.gov">john.shivik@usda.gov</a>

## U.S. Forest Service Administrative Contact

Name: Tim Wagoner  
Title: Grants Management Specialist  
Address: 325 25<sup>th</sup> Street  
Ogden, UT 84401  
Phone: (801) 625-5796  
Email: [Timothy.Wagoner@usda.gov](mailto:Timothy.Wagoner@usda.gov)

- C. NOTICES. Any communication affecting the operations covered by this MOU given by any party to another party is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail, as follows:

To the U.S. Forest Service Program Manager Contact, at the address specified in the MOU.

To the State of Utah Contact, at the address in the MOU.

To the UDWR Contact, at the address specified in the MOU.

To the UDAF Contact, at the address specified in the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any contribution made by the Forest Service under this MOU does not by direct reference or implication convey endorsement of the State of Utah's products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: availability of appropriated funds and other resources; administrative and legal requirements (including statutory



authorizations); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the State to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the applicable Forest Service prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to this MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) and/or the Utah Government Records Access and Management Act (Utah Code §§ 63G-2-101, et seq.).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. The State, its employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The State is encouraged to give

public notice of the receipt of this MOU and, from time to time, to announce progress and accomplishments.

- L. ACKNOWLEDGEMENT IN PUBLICATIONS AUDIOVISUALS AND ELECTRONIC MEDIA. Each party shall acknowledge the other parties' support in any publications, audiovisuals, and electronic media developed. Prior to acknowledgement of another party's support to this agreement in any publication the author of the publication will provide sufficient time to the other parties to review the content of the publication and determine whether support is appropriate.

- M. NONDISCRIMINATION STATEMENT - PRINTED ELECTRONIC OR AUDIOVISUAL MATERIAL. The State shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole or in part at any time before the date of expiration, upon 30 days advance written notice to the other parties.
- O. DEBARMENT AND SUSPENSION. The State shall immediately inform the U.S. Forest Service if it or any of its agencies are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the State or any of its agencies receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

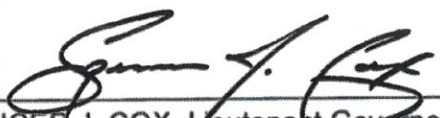
- P. ENTIRETY OF AGREEMENT. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- Q. SOVEREIGN IMMUNITY. The State of Utah and all its agencies do not waive sovereign immunity by entering into this MOU and specifically retain immunity and all defenses available to them as sovereigns pursuant to applicable law. Designations of venue, choice of law, enforcement actions, and similar provision should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- R. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of such parties. The provisions of this MOU are intended only to assist the parties in determining and performing their respective responsibilities under this MOU. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- S. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. Notwithstanding the foregoing or any other provision in this MOU to the contrary, future modifications by UDWR to the Utah Bighorn Sheep Statewide Management Plan included as Attachment A will not automatically act to terminate this MOU. Should UDWR propose to modify the plan in the future, it will provide each party a copy of any proposed modification no less than thirty (30) days prior to its submission to the Board for approval. Each party will have the opportunity to review and offer comments on the proposed modifications for consideration by UDWR and the Board. Upon approval by the Board, the modified plan will automatically incorporate into this MOU as Attachment A and replace the former version of the plan. Any party opposed to the approved modifications may immediately terminate its participation in the MOU upon written notice to the other parties.



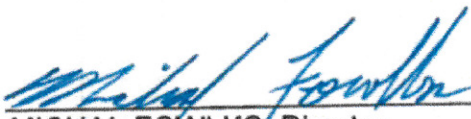
T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of last signature and shall remain effective until 5 years from said date, at which time it will expire.

U. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

  
SPENCER J. COX, Lieutenant Governor  
State of Utah, Office of the Governor

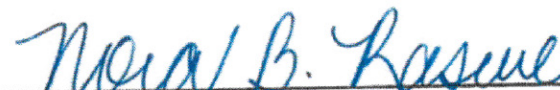
5-29-19  
Date

  
MICHAL FOWLKS, Director  
Utah Division of Wildlife Resources

5-28-19  
Date

  
KERRY W. GIBSON, Commissioner  
Utah Department of Agriculture and Food

5-28-19  
Date

  
NORA B. RASURE, Regional Forester  
U.S. Forest Service, Intermountain Region

5-28-19  
Date